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Contract Database Metadata Elements

Title: **Malverne Union Free School District and Malverne Association of Educational Support Personnel (Clerical Staff), NYSUT/AFT (1997)**

Employer Name: **Malverne Union Free School District**

Union: **Malverne Association of Educational Support Personnel (Clerical Staff), NYSUT/AFT**

Local:

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Malverne Ufsd And Malverne Assn
Educ Support-Clerical

ARLEEN GRIMM SD
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HHS
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AGREEMENT

- between -

MALVERNE UNION FREE SCHOOL DISTRICT

- and -

THE MALVERNE ASSOCIATION OF EDUCATIONAL SUPPORT PERSONNEL,
NYSUT/AFT

JULY 1, 1997 - JUNE 30, 2000

NYS PUBLIC EMPLOYMENT RELATIONS BOARD
RECEIVED

APR 27 1998

CONCILIATION

22

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February 26, 1998

AGREEMENT entered into effective as of July 1, 1997, by and between the MALVERNE UNION FREE SCHOOL DISTRICT (herein referred to as the "District") and the MALVERNE ASSOCIATION OF EDUCATIONAL SUPPORT PERSONNEL NYSUT/AFT (herein referred to as the "Association").

W I T N E S S E T H:

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I. RECOGNITION, NO-STRIKE PLEDGE, DUES DEDUCTIONS

A. Recognition: The Association, having submitted satisfactory evidence that it represents a majority of the clerical staff, is hereby recognized as the exclusive bargaining agent for the clerical staff, as hereinafter described. Such recognition shall be for the allowable period under the provisions of the Taylor Law.

Clerical Staff: The Clerical Staff shall consist of: Stenographic-Secretary, Senior Stenographer, Stenographer, Principal Account Clerk, Account Clerk, Senior Typist Clerk, Typist Clerk, Senior Clerk, Clerk, Senior Library Clerk, Principal Clerk Typist and Senior Account Clerk.

B. No-Strike Pledge: So long as the Association is the exclusive bargaining agent as aforesaid, the Association agrees

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to comply with the provisions of the Taylor Law prohibiting strikes as said Law is now in effect or may be hereafter amended.

C. Dues Deductions: Members of the unit may at any time sign and deliver to the District an assignment authorizing deduction of membership dues and assessments of the Association, NYSUT/AFT.

The amount of such deduction from each regular paycheck shall be indicated to the District by the Association and the District agrees promptly to remit to the Association all monies so deducted, accompanied by a list of members of the unit from whom the deductions have been made, indicating the total amount deducted.

Deductions from the paychecks shall, if authorized, be made in twenty (20) equal payments as designated by the employee.

D. Agency Fee:

1. Every member of the bargaining unit who is not a member of the Association shall, within thirty (30) days after the initial date of employment, pay to the Association an agency fee. Such fee shall be equal to one hundred (100%) per cent of the membership dues of the Association. Such fee may be paid through the dues check-off, provided however, that the form of such payment shall be entitled the "Agency Fee Check Off."

2. Indemnity - The Association agrees to save and hold harmless the District from all loss, expenses, damages, costs and attorneys' fees that may accrue as a result of the aforesaid

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contract by reason of any actions or suits brought against the District by any employee in this unit of representation aggrieved by the implementation of the aforesaid agency shop provision of the aforesaid contract.

3. Participation in Legal Action - The Association will participate in all legal actions or proceedings brought which relate to the aforesaid agency shop clause to the fullest extent possible. Representation of the Association by attorneys retained by the New York State United Teachers and/or direct participation by said Association will be deemed as fulfilling the conditions of this paragraph.

ARTICLE II. ASSOCIATION MEETINGS WITH ADMINISTRATION

A. The District shall make available to the Association, without charge, space for the conduct of general meetings of the membership and individual committee meetings. In those instances where the District permits the Association to use school space, when custodial coverage is not otherwise scheduled for the facility, the Association agrees to pay all costs necessary for making such space available.

It is understood that such meetings shall in no way interfere with the work schedule of any clerical employee, and that permission for use of District facilities must be granted by the Administration before such meetings take place.

B. The President of the Association and the Superintendent of Schools and/or his/her designee shall meet on a monthly basis.

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The purpose of such meeting shall be to exchange information, discuss problems or concerns, or any other purpose the parties shall choose to use it for

C. The District shall furnish the Association with two (2) copies of the minutes of all Board meetings, once they have been approved by the Board of Education.

D. The President of the Association will be notified when new unit members are hired, as well as part-time and temporary hires.

ARTICLE III. PRIOR WORK EXPERIENCE AND PROMOTION

A uniform policy will be applied in the recognition of prior work-relate experience.

All vacancies shall be posted in each school with a copy sent to the Association President, and all qualified personnel covered by this Agreement shall be given adequate opportunity to make application for such positions.

As a general rule, seniority shall be observed except where job skills, experience, training and the like require exceptions to seniority.

ARTICLE IV. WORKERS' COMPENSATION INSURANCE

All employees are covered by Workers' Compensation Insurance.

Employees must report all accidents immediately and file a report of the accident in the Central Office. When an employee makes a visit to the doctor, he/she would also notify him/her

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that it is a compensation injury, so that there will be no charge to the employee by the doctor.

Absence due to on-the-job injury shall not be charged against sick leave. Such absence is subject to District review every three (3) months, and the District may require certification by a doctor of the Workers' Compensation Board, or a doctor appointed by the District. Payment of full salary is limited to one (1) year. Beyond one (1) year, the rules of Workers' Compensation Board will govern.

ARTICLE V. LEAVES OF ABSENCE

A. If an employee is unavoidably detained from work on account of illness or other emergency, such employee is required to notify his/her immediate supervisor to explain his/her absence and its probable duration.

B. Sick and Personal Leave: A total annual bank of fifteen (15) days leave, all of which shall be cumulative without limit, shall be established. Three (3) of such days can be used in any one year for personal reasons. The personal leave days are for the purpose of transacting or attending to personal matters which require absence during school hours and are of such a nature that it is impossible to schedule such activities during times other than school hours.

Personal leave shall be granted for: 1) closing on property; 2) legal matters requiring court attendance; 3) religious ceremonies; 4) child's first attendance at college -- not to

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exceed one (1) day; and 5) graduation of employee or immediate member of family. It is understood that the employee will submit a prior approval form to the Superintendent as far in advance as possible, and the Superintendent shall not unreasonably withhold such approval. One (1) personal leave day may be designated as "Confidential" and approval thereof not required. In cases of emergency, the employee will inform the Principal or immediate supervisor of the emergency. Up to five (5) days per year may be used by an employee where his/her presence is required due to the serious illness of a member of his/her immediate family.

The District may require satisfactory medical verification of an illness to insure an employee is capable of returning to work and/or when it has reasonable grounds to believe sick leave is being abused. Any cost to the employee not covered by medical insurance shall be reimbursed to the employee by the District. The Superintendent shall advise the Association President when utilizing this clause.

There shall be a salary deduction for absences not excused.

C. The total number of sick and personal days which may be accumulated are one hundred eighty (180) days. For absences beyond sick and personal leave accumulated, a deduction of 1/260th of the annual salary shall be made for each day's absence for 12-month employees; 1/238th for 11-month employees; and 1/216th for 10-month employees.

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The total number of sick and personal days for each school year shall be credited to the account of each employee on July 1. In the event an employee leaves during the year and has used more sick and personal leave than earned, such leave shall be deducted from the final check or repaid to the school district.

Any employee who commences employment after July 1 of any given year shall receive a pro-rated amount of sick/personal leave for their first year.

Employees shall be covered under Section 41-j of the retirement and Social Security law granting allowance for retirement purposes of accumulated sick leave at the time of retirement.

D. Bereavement Leave: All employees covered by this Agreement shall be allowed up to five (5) days leave of absence with full pay for each death in the immediate family. Immediate family shall be defined as spouse, mother, father, sister, brother, grandparents or grandchildren, and children or other relative residing in the same household as the employee. Bereavement leave for the death of relatives other than those in the immediate family may be granted at the discretion of the Superintendent.

E. Unpaid Leave of Absence: Upon application, unit members may be granted a leave of absence without pay for a period not to exceed one (1) year. The granting of such leave is solely within the discretion of the District and is not subject to the grievance procedure.

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ARTICLE VI. MEDICAL EXAMINATION

The District may require all new clerical employees to submit evidence of medical examination.

The costs of medical examinations prescribed by the District and generally required by it of the clerical staff shall be borne by the District, if performed by designated school physicians.

ARTICLE VII. HOURS, OVERTIME

A. Clerical employees work five (5) days a week, seven (7) hours per day, not including lunch hours, a total of thirty-five (35) hours per week during the period September through June. During July and August the hours may be reduced up to one-half ($\frac{1}{2}$) hour per day, if work schedule is sufficiently up to date. Summer work schedule, vacation schedule, and Easter Recess schedules shall be approved by the Building Principal and posted in each building where applicable, except in the case of the administrative office where approval shall be obtained from immediate supervisor.

B. There may be times when heavy work loads would necessitate some overtime. Overtime shall be worked only when necessary, on the recommendation and authority of the Building Principal, except in the case of the administrative office, where approval shall be obtained from immediate supervisor.

C. Employees working more than thirty-five (35) hours in any calendar week shall receive time off at the rate of time and one-half, or be paid at the rate of time and one-half for the

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time worked. The determination as to whether time off or compensation shall be granted shall be made by the District.

D. Employees shall receive regular payment for snow or emergency days. However, an employee shall be required to report for work on such days if the immediate supervisor deems it essential that those employees report for work.

E. The 10-month employees, when required to work prior to September 1 and after June 30, shall be given additional pay, on a daily basis, or equivalent number of days off.

F. If school buildings are closed due to a health emergency for students and faculty, secretaries will not be expected to remain in the building.

ARTICLE VIII. VACATIONS

Twelve (12) month employees shall receive paid vacations in accordance with the following schedule: Two (2) weeks after one (1) years' service; three (3) weeks after five (5) years' service; four (4) weeks after ten (10) years' service. Employees with less than one (1) years' service shall be granted one (1) day vacation per month during the first year up to ten (10) days.

Any employee who retires or otherwise separates from the service of the District prior to earning his/her full vacation pay shall be paid his/her current rate of pay when the event occurs for such vacation on a pro rata basis in accordance with the number of months worked that year. Any employee who has earned full vacation credit and separates from service prior to

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using such vacation shall receive pay for it at employee's credit shall be computed on a school year basis commencing July 1 of each year.

If the District cancels an employee's previously scheduled and approved vacation, the employee may be paid for such vacation at the employee's option.

ARTICLE IX. HOLIDAYS

Except as hereinafter provided, employees shall not be required to work on the following holidays when schools are not in session: New Year's Day, Lincoln's Birthday, Washington's Birthday, Memorial Day, July Fourth, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day, and other holidays as listed on the school calendar, provided, however, that 12-month employees will work two (2) days during Easter vacation. Employees may use their vacation entitlement instead of working the two (2) days at Easter vacation, if approved in advance by their immediate supervisor.

Employees who are required to work on Martin Luther King Day will be granted an additional day of vacation, the scheduling of such day of vacation to be determined by the immediate supervisor.

ARTICLE X. GRIEVANCE PROCEDURE

A. Definition:

1. A "Grievance" shall mean any claimed violation, misinterpretation, or inequitable application of the terms of

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this contract, excepting any matter which is prohibited by law from being administered hereunder.

2. An "Aggrieved Person" is the person or persons making the claim.

B. Procedures:

Level 1: Principal or Immediate Supervisor

An employee with a grievance will first submit same in writing to his/her immediate supervisor, either directly or through his/her representative. The grievance shall be raised within thirty (30) days of the events giving rise to the grievance or it shall be deemed waived by the employee and the Union. If the employee submits the grievance through his/her representative, the employee must also be present during the discussion of the grievance at this and every other step. Within five (5) school days after the written grievance is submitted to him/her, the immediate supervisor shall render a decision thereon.

Level 2: Superintendent of Schools

A. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he/she may file the grievance in writing with the Superintendent within five (5) school days after the decision at Level One, or fifteen (15) days after the grievance was presented, whichever is sooner.

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B. Within seven (7) school days after the receipt of the appeal, the Superintendent, or his/her representative, shall review the grievance and render a written decision.

Level 3: Advisory Arbitration

A. If the aggrieved person is not satisfied with the written decision at Level Two, or if no written decision was rendered within the prescribed period of time, either the Superintendent or the aggrieved party or his/her representative shall within ten (10) school days request the American Arbitration Association, in accordance with its procedure, to appoint an advisory arbitrator for the rendering of an advisory opinion. The arbitrator's recommendation(s) will be in writing and will set forth his/her finding of fact and recommendations on the grievance. The cost for services of the arbitrator, including all expenses, if any, shall be borne equally by the parties.

B. Within seven (7) school days after receipt of the advisory opinion, the Superintendent shall render a decision on the grievance, which decision may wholly or partially adopt or reject said advisory opinion.

Level 4: Board of Education

A. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision was rendered within the prescribed period of time, he/she may file an appeal in writing with the Board of Education within five (5) school days after the decision of the Superintendent or within

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fifteen (15) school days after the receipt of the advisory opinion, whichever is sooner.

B. Upon receipt of a copy of the appeal to the Board of Education, the Superintendent shall transmit his/her decision and the arbitrator's opinion to the Board. Within five (5) school days after receiving the written grievance, the Board shall meet with the aggrieved person and/or his/her representative for the purpose of resolving the grievance.

C. Within five (5) school days after such meeting, the Board of Education shall render a decision on the grievance, except when an extension of time is requested by the Board.

D. The Board of Education shall provide the aggrieved party and/or his/her representative with a written copy of its decision within thirty (30) calendar days after the meeting date of the Board of Education.

ARTICLE XI. INSURANCE PROTECTION

The insurance coverage available and the District's percentage contributions to the premiums therefor are as follows:

A. Health insurance shall be available for all employees. Employees may choose from HIP, GHI or New York State Empire plans. The District agrees to pay an amount equal to 90% of premium for employees enrolled for individual coverage and 85% of premium for employees enrolled for family coverage, based on Empire plan premiums.

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If during the life of this contract, a health insurance plan becomes available which provides benefits substantially equal to the New York State Health Insurance Plan, at a lower cost, the parties agree to negotiate in good faith on the possible substitution of such plan.

Members of the unit hired on or after July 1, 1984 shall not be eligible for coverage for health insurance by the District if they are eligible for comparable coverage under the plan of a spouse. In determining whether a spouse's plan is comparable, a unit member's particular circumstances shall be a factor.

Members of the Unit who are presently receiving health insurance coverage through the District and withdraw from the District's plan during the life of this agreement shall receive \$500.00 if they were receiving family coverage and \$250.00 if they were receiving individual coverage, provided they remain uncovered for a period of twelve (12) consecutive months. Such payments shall be made at the end of the twelve-month period.

Nothing continued herein shall preclude a member of the unit from reentering the plan at any time if the member is no longer covered by the comparable plan of a spouse. In the event the member reenters the plan within a twelve-month period, no payments shall be made hereunder. Reentry after the twelve (12) months has elapsed may only be made if the member is no longer covered by the comparable plan of a spouse.

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All benefits related to Health Insurance, Dental or Optical Plans, and/or Life and Disability Insurance benefits which appear in the MTA contract shall be available to the members of the bargaining unit represented by the Association.

B. Group Life Insurance in the face amount of Twenty-Five Thousand Dollars (\$25,000.00) per employee shall be available for all employees, as soon as practicable after the execution of this contract. The District's share shall not exceed 75% of the premium.

C. Disability Insurance: Disability insurance under the current provisions shall be continued with the full cost to be borne by the District.

ARTICLE XII. SALARIES, LONGEVITY

A. For the 1997-98 school year, the salary schedule for the 1996-97 school year shall be amended by adding three and one-half (3.5%) percent to each step on the salary schedule. For the 1998-99 school year, the salary schedule for the 1997-98 school year shall be amended by adding three and one-half (3.5%) percent to each step of the salary schedule.

For the 1999-2000 school year, the salary schedule for the 1998-99 school year shall be amended by adding three (3%) percent to each step of the salary schedule.

It is agreed that members of the unit who are eligible for step movement shall advance on the salary schedule for each year of the three-year agreement.

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Any individual who received an additional stipend of \$400 in the 1996-97 school year shall continue to receive that stipend in each year of the agreement.

B. Each employee shall have added to his/her salary a longevity payment according to the following schedule and shall be cumulative:

<u>Employed</u>	
60 months	\$250.00
120 months	\$350.00
180 months	\$450.00
240 months	\$550.00

All such longevity payments shall be cumulative and shall be paid in accordance with the employee's anniversary date of employment.

Eligible employees shall receive their longevity payment in two (2) payments per year, June 1, and December 1. Employees whose anniversary date falls within either six (6) month period shall have their longevity prorated and paid on the next payment date following their anniversary date of employment which entitles them to a new longevity step.

C. Merit increases may be granted.

D. Employees who successfully complete a job related in-service course (ten (10) hours) shall be paid a one time cash bonus of \$50.00. To be eligible for such payment the course must be approved in advance by the Supervisor of Facilities and Support Services.

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ARTICLE XIII. NOTICE OF TERMINATION OF SERVICES

Each employee is required to give the School District two (2) weeks' notice before leaving, unless by mutual consent this requirement is waived.

ARTICLE XIV. PERSONNEL FILES

Subject to reasonable District procedures, any employee may examine their official personnel file.

ARTICLE XV. TAYLOR LAW NOTICE - 204-a

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XVI. DURATION

This Agreement shall be effective as of July 1, 1997 and continue in full force and effect until June 30, 2000.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals this 18 day of March, 1998.

MALVERNE UNION FREE
SCHOOL DISTRICT

By: 

Superintendent of Schools

MALVERNE ASSOCIATION OF
EDUCATIONAL SUPPORT PERSONNEL

By: 

APPENDIX "A"
SALARY SCHEDULE
1997-1998

Step	Clerk Typist Clerk	Sr. Lib/Clerk Sr. Clerk Sr. Typist	Prin Typ Cl Sr. Stenographer Acct. Clerk	Senior Acct. Clerk	Prin Acct Clerk
1	21,086	22,405	23,723	25,040	26,358
2	21,086	22,405	23,723	25,040	26,358
3	21,086	22,405	23,723	25,040	26,358
4	21,792	23,057	24,320	25,587	26,852
5	21,792	23,057	24,320	25,587	26,852
6	21,792	23,057	24,320	25,587	26,852
7	21,792	23,057	24,320	25,587	26,852
8	22,424	23,689	24,956	26,220	27,485
9	23,057	24,320	25,587	26,852	28,118
10	23,689	24,956	26,220	27,485	28,749
11	24,320	25,587	26,852	28,118	29,382
12	24,956	26,220	27,485	28,749	30,015
13	25,587	26,852	28,118	29,382	30,648
14	26,220	27,485	28,749	30,015	31,281
15	26,852	28,118	29,382	30,648	31,913
16	27,485	28,749	30,015	31,281	32,547
17	28,118	29,382	30,648	31,913	33,178
18	28,749	30,015	31,281	32,547	33,810
19	29,382	30,648	31,913	33,178	34,443
20	29,999	31,292	32,585	33,876	35,167
21	30,629	31,948	33,268	34,587	35,905
22	31,240	32,588	33,934	35,278	36,622

APPENDIX "B"
SALARY SCHEDULE
1998-1999

Step	Clerk Typist Clerk	Sr. Lib/Clerk Sr. Clerk Sr. Typist	Princ Typ Cl Sr. Stenographer Acct. Clerk	Senior Acct. Clerk	Prin Acct Clerk
1	21,824	23,189	24,554	25,916	27,281
2	21,824	23,189	24,554	25,916	27,281
3	21,824	23,189	24,554	25,916	27,281
4	22,555	23,864	25,172	26,483	27,792
5	22,555	23,864	25,172	26,483	27,792
6	22,555	23,864	25,172	26,483	27,792
7	22,555	23,864	25,172	26,483	27,792
8	23,209	24,518	25,829	27,137	28,447
9	23,864	25,172	26,483	27,792	29,102
10	24,518	25,829	27,137	28,447	29,755
11	25,172	26,483	27,792	29,102	30,410
12	25,829	27,137	28,447	29,755	31,066
13	26,483	27,792	29,102	30,410	31,721
14	27,137	28,447	29,755	31,066	32,376
15	27,792	29,102	30,410	31,721	33,030
16	28,447	29,755	31,066	32,376	33,686
17	29,102	30,410	31,721	33,030	34,339
18	29,755	31,066	32,376	33,686	34,994
19	30,410	31,721	33,030	34,339	35,648
20	31,049	32,387	33,725	35,061	36,398
21	31,701	33,067	34,432	35,797	37,162
22	32,334	33,729	35,121	36,513	37,904

APPENDIX "C"
SALARY SCHEDULE
1999-2000

Step	Clerk Typist Clerk	Sr. Lib/Clerk Sr. Clerk Sr. Typist	Sr. Stenographer Acct. Clerk	Senior Acct. Clerk	Prin Acct Clerk
1	22,479	23,884	25,290	26,694	28,099
2	22,479	23,884	25,290	26,694	28,099
3	22,479	23,884	25,290	26,694	28,099
4	23,231	24,580	25,927	27,277	28,626
5	23,231	24,580	25,927	27,277	28,626
6	23,231	24,580	25,927	27,277	28,626
7	23,231	24,580	25,927	27,277	28,626
8	23,905	25,254	26,604	27,951	29,301
9	24,580	25,927	27,277	28,626	29,975
10	25,254	26,604	27,951	29,301	30,648
11	25,927	27,277	28,626	29,975	31,322
12	26,604	27,951	29,301	30,648	31,997
13	27,277	28,626	29,975	31,322	32,673
14	27,951	29,301	30,648	31,997	33,347
15	28,626	29,975	31,322	32,673	34,021
16	29,301	30,648	31,997	33,347	34,696
17	29,975	31,322	32,673	34,021	35,369
18	30,648	31,997	33,347	34,696	36,044
19	31,322	32,673	34,021	35,369	36,718
20	31,981	33,359	34,737	36,113	37,490
21	32,652	34,059	35,465	36,871	38,277
22	33,304	34,740	36,175	37,608	39,041